



SO ORDERED,

A handwritten signature in blue ink that reads "Edward Ellington".

Judge Edward Ellington  
United States Bankruptcy Judge  
Date Signed: March 26, 2015

The Order of the Court is set forth below. The docket reflects the date entered.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

IN RE: Erika Latrice Holmes

BANKRUPTCY NO. 12-03496-EE

Capital Furniture Company, Inc.

Plaintiff

vs.

ADVERSARY NO. 15-00018-EE

Erika Latrice Holmes

Defendant

**AGREED JUDGMENT**

THIS CAUSE, having come on for consideration by the Court this date on the Complaint of Capital Furniture Company, Inc. ("Capital Furniture"), and the Court, having jurisdiction over the parties hereto and the subject matter hereof, and having considered this matter and being otherwise fully advised in the premises, finds that the parties agree as follows:

THAT Debtor is indebted to Capital Furniture under a Retail Installment Contract and Security Agreement dated September 17, 2011 ("the Agreement"). As of the filing date the net payoff due from Debtor to Capital Furniture pursuant to the Agreement was \$2,205.49, plus costs and attorney's fees, interest at rate provided in the Agreement, and other allowable costs. As of the date of the conversion of the bankruptcy to Chapter 7 the net payoff due from Debtor to Capital Furniture pursuant to the Agreement was \$1,768.44, plus costs and attorney's fees, interest at rate provided in the Agreement, and other allowable costs.

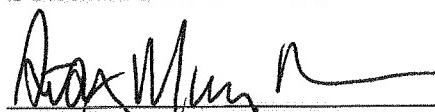
**THAT** Capital Furniture alleges that Debtor defaulted on the second installment due to Capital Furniture pursuant to the Agreement.

**IT IS, THEREFORE, ORDERED, ADJUDGED, AND AGREED** that Debtor's indebtedness to Capital Furniture Company, Inc. pursuant to the Agreement dated September 17, 2011 shall be and is hereby determined to be nondischargeable pursuant to 11 U.S.C. §§ 523(a)(2). In full and complete satisfaction of Debtor's liability pursuant to the Agreement, Debtor agrees to pay, and Capital Furniture agrees to accept, 48 payments in the amount of \$50.00 each month, beginning April 15, 2015 and continuing on or before the 15<sup>th</sup> day of each and every month thereafter until the amount of the total sum of \$2,400.00 is paid in full. Such payments will be to the order of Capital Furniture Company, Inc. and will be mailed to Capital Furniture Company, Inc., at 1718 Bailey Avenue, Jackson, Mississippi 39203. Should Debtor fail to remit said payments as and when agreed, and should such default continue for a period of fifteen days, Capital Furniture may immediately proceed to enforce the full amount of the indebtedness then due pursuant to the Agreement.

**IT IS, FURTHER, ORDERED, ADJUDGED, AND AGREED** that this adversary proceeding shall be closed upon entry of this judgment.

**##END OF JUDGMENT##**

**SUBMITTED AND AGREED BY:**

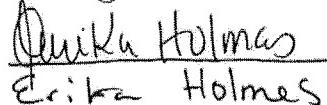


John S. Simpson, MSB No. 8525  
Stacey Moore Buchanan, MSB No. 103882  
Attorneys for Capital Furniture  
P.O. Box 1410  
Ridgeland, MS 39158-1410  
(601) 957-6600  
sbuchanan@simpsonlawfirm.net

**AGREED AND APPROVED:**



Thomas C. Rollins, Jr., MSB No. 103469  
Attorney for Debtor  
The Rollins Law Firm, PLLC  
774 Avery Boulevard North, Suite D  
Ridgeland, MS 39157  
(601) 500-7122  
trollins@therollinsfirm.com



Quinna Holmes  
Erika Holmes